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6 UNITED STATES DISTRICT COURT
7 EASTERN DISTRICT OF WASHINGTON
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9 MONTROSE ENVIRONMENTAL
10 GROUP, INC., a Delaware corporation;
11 and MONTROSE AIR QUALITY
12 SERVICES, LLC, a Delaware limited
13 liability company,

14 Plaintiffs,

15 v.

16 ZEPHYR AIR QUALITY SERVICES,
17 LLC, a Washington limited liability
18 company; TIMOTHY J. HOMER, an
19 individual; the MARITAL COMMUNITY
20 OF TIMOTHY J. HOMER AND TAMMY
21 D. MESSING; CLAYTON KRIETZMAN,
22 an individual; and COLLIN ROSE, an
23 individual,

24 Defendants.

No. 2:16-cv-00433-SAB

**ORDER GRANTING
STIPULATED MOTION FOR
PERMANENT INJUNCTION**

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28 **ORDER GRANTING STIPULATED MOTION FOR PERMANENT
INJUNCTION ^1**

1 Before the Court is the parties' Stipulated Motion for Entry of Permanent
2 Injunction and Consensual Final Judgment, ECF No. 24. The motion was heard
3 without oral argument.

4 After mediation and by stipulation of their counsel, the parties have reached
5 a resolution in this matter and agree to the entry of a final judgment granting a
6 permanent injunction on specific terms. Having reviewed the submissions of the
7 parties, the Court is satisfied that the stipulated permanent injunction is "fair,
8 reasonable[,] and equitable and does not violate the law or public policy." *Sierra*
9 *Club, Inc. v. Elec. Controls Design, Inc.*, 909 F.2d 1350, 1355 (9th Cir. 1990). The
10 Court finds good cause to **grant** the motion and **enter** the permanent injunction.

11 Accordingly, **IT IS HEREBY ORDERED** that:

12 1. The parties' Stipulated Motion for Entry of Permanent Injunction and
13 Consensual Final Judgment, ECF No. 24, is **GRANTED**.

14 2. The Court hereby **ENTERS** the below permanent injunction which is
15 enforceable against all parties. The permanent injunction is as follows:

16 A. Within sixty (60) days of the date of the Stipulation,
17 representatives of Plaintiffs and Defendant Timothy J. Homer ("Homer") shall
18 facilitate a meeting, via a real-time video conferencing platform, or such other
19 platform as is mutually agreeable, for the examination of the contents of the
20 Dropbox account owned by and controlled by Defendant Homer for the
21 identification, transfer, and permanent removal of all files related to Plaintiffs or
22 information that Plaintiffs contend is confidential. To the extent that any
23 additional storage devices containing files within Defendant Homer's possession,
24 control, or custody related to Plaintiffs or Plaintiffs' confidential information exist,
25 he shall identify and provide copies of such files to Plaintiffs and subsequently
26 destroy all such files.

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**ORDER GRANTING STIPULATED MOTION FOR PERMANENT
INJUNCTION ^2**

1 B. Upon the destruction of these files, Defendant Homer shall
2 provide a written certification, made under penalty of perjury, to Plaintiffs that he
3 has identified and destroyed all files known to him after due and reasonable
4 inquiry that are related to Montrose in any additional storage device.

5 C. Defendants are permanently enjoined and shall not otherwise
6 access, copy, disclose, or disseminate any Montrose files or data – including all
7 files and data originally sold by Bighorn Environmental Air Quality, LLC to
8 Montrose – on (a) any Dropbox account controlled by Tim Homer, and/or (b) any
9 other cloud storage or storage device accessible via the Internet or other network
10 that contains any Montrose files or data – (collectively, “Network Storage”),
11 without written agreement of the parties or order of the Court.

12 D. Defendants are permanently enjoined and shall not access,
13 copy, disclose, or disseminate any Montrose files or data – including all files and
14 data originally purchased from Bighorn – on hard drives, flash drives, SD cards,
15 cell phones, and other external drives or storage media used by or accessible to
16 Defendants that contain any of Montrose’s documents, data or other property
17 again absent written agreement of the parties or order of the Court.

18 E. Except to comply with this injunction or to the extent necessary
19 to enforce its rights under the settlement agreement of the parties, each Defendant
20 shall hold in confidence at all times following the date hereof all Confidential
21 Information and shall not disclose, publish or make use of Confidential
22 Information at any time following the date hereof without the prior written consent
23 of Plaintiffs. The term “Confidential Information” means any information (in
24 whatever form and whether or not recorded in any media) relating to the Business
25 of Montrose (whether constituting a trade secret or not) and including, but not
26 limited to, customer and vendor lists; information regarding research and
27 development, inventions, and innovations; marketing and product information;
28 customer and vendor documents, files, purchases and account history; vendor

**ORDER GRANTING STIPULATED MOTION FOR PERMANENT
INJUNCTION ^3**

1 information; pricing, margins, and pricing strategies and policies; sales data for
2 any employee, product, customer or territory; information on customer or vendor
3 preferences; financial information of Montrose or its customers or vendors; the
4 terms, conditions and structures of Montrose's contracts and agreements with
5 customers, vendors and suppliers; and information pertaining to Montrose's
6 methods of operation, processes, strategies and techniques; which (i) is or has
7 been disclosed to a Defendant Party (or of which Defendant Party became aware)
8 as a consequence of or through his or her relationship to Montrose; (ii) has value
9 to Montrose or would be of value (actual or potential) to a competitor of
10 Montrose, and (iii) is not generally known, or readily available by lawful means,
11 to the public (including compiled information that is not publicly available in such
12 a consolidated form). Confidential Information shall not include any specific
13 information that has been voluntarily disclosed to the public by Montrose (except
14 where such public disclosure has been made by a Defendant Party without
15 authorization) or that has been independently developed and disclosed by others,
16 or that otherwise has entered the public domain through lawful means.
17 Confidential Information shall also not include information regarding a Defendant
18 Party's own pay and benefits, information as to the terms and conditions of
19 employment, or information that is deemed not confidential under Section 7 of the
20 National Labor Relations Act. Nothing in this Order should be construed as
21 restricting a Defendant Party's right to engage in legally protected activities under
22 applicable law.

23 F. Each party shall bear its own costs and fees.

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**ORDER GRANTING STIPULATED MOTION FOR PERMANENT
INJUNCTION ^4**

1 3. The Court having been notified of the settlement of this case, and it
2 appearing that no issue remains for the Court's determination, **ORDERS** that
3 within sixty days of the entry of this Order, the parties shall file a stipulation to
4 dismiss together with a proposed order dismissing this case.

5 4. All deadlines are **VACATED** and any pending motions are **DENIED AS**
6 **MOOT**.

7 **IT IS SO ORDERED.** The Clerk of Court is directed to enter this Order
8 and forward copies to counsel.

9 **DATED** this 16th day of October 2017.



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A handwritten signature in blue ink, reading "Stanley A. Bastian", is written over a horizontal line.

15 Stanley A. Bastian
16 United States District Judge